

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1 37</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0003</div>		3. EFFECTIVE DATE <div style="text-align: center;">13-Jan-2006</div>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY VBURG CONSOL CONTRACTING 4155 CLAY VICKSBURG MS 39183-		CODE <div style="text-align: center;">W912EE</div>		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W912EE-06-R-0005	
				X		9B. DATED (SEE ITEM 11) 17-Dec-2005	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where Reference solicitation number W912EE-06-R-0005, for demolition, debris removal, and site cleanup for public commercial, and private residential structures at various locations in Mississippi. the date and time for receipt of proposals remains unchanged at 18 Jan 06 at 4:00 p.m. local time.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL _____ EMAIL _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE		16B. UNITED STATES OF BY _____ (Signature of Contracting Officer)		16C. DATE	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Amendment 0003 is issued to incorporate the following changes:

1. **Section A**

The Executive Summary is deleted in its entirety and replaced. (The change is notated by asterisk, see paragraph 9 referencing submission of Subcontracting plans)

2. **Section C**

The Scope of Work is deleted in its entirety and replaced. (The change is notated by asterisk, see paragraph 3.2 referencing estimate of debris for removal).

3. **Section H**

Paragraph H.14 clarification on bonding issue. In accordance with FAR 52.228-1 Bid Guarantee, the bid guarantee will be 20% of the bid price or \$3,000,000.00 whichever is less. The bid guarantee will be submitted at the time the offer is submitted. Performance bonds will be required at the time of award (task order) in the amount of 100% of the minimum obligation and payment bonds will be required in the amount of 50% of the minimum obligation respectively. The minimum obligation amounts are listed in Section H, paragraph H.14.

4. **Section K**

Clause 52.219-1 Small Business Representations (May 2004) Alternate (APR 2002) has been modified (See NAICS code)

5. **Section J**

FEMA Guidance #R4-RR-PA-07-07-05-01 is attached in Section J as attachment F.

6. **Section L**

Section L is deleted in its entirety and replaced. (Paragraph 3.0 Proposal Preparation Instructions is hereby added, the change is notated by asterisk)

7. **Section M**

Section M is deleted in its entirety and replaced (Paragraph 1 and 2.e. have been modified and are identified by asterisk)

8. All other terms and conditions remain unchanged.

EXECUTIVE SUMMARY

1. The primary objective of the resulting contract(s) is to provide public commercial and private residential structures demolition, debris removal, and site cleanup at various locations in Mississippi for Hurricane Katrina Relief Recovery. The total projected dollar capacity for this requirement is \$300 million.

2. This is a firm-fixed price service contract. The North American Industry Classification System (NAICS) code for this requirement is 238910, Site Preparation Contractors. This requirement includes, but is not limited to, demolition of private residential structures and removing demolition and /or disaster generated debris, to include garages, storage/tool sheds, and fences. The contractor shall repair all roadways, sidewalks, utilities, drainage structures, foundation slabs, and other features not designated for demolition or removal, which are damaged by Contractor operations.

3. Type and Numbers of Awards. The Government anticipates awarding three (3) firm fixed priced Indefinite Delivery Indefinite Quantity contracts as follows:

Contract Number 1 – Competitive and unlimited as to business size but limited to firms primarily doing business in the State of Mississippi pursuant to the Stafford Act.

Contract Number 2 – Competitive HubZone set-aside to firms primarily doing business in the State of Mississippi pursuant to the Stafford Act.

Contract Number 3 – competitive 8(a) set-aside to firms primarily doing business in the State of Mississippi pursuant to the Stafford Act.

If there is not an adequate number of responsible, responsive small business concerns that qualify for award, the Government reserves the right to move a portion of the total estimated \$200 million capacity from the small business concern awards to the unrestricted awards. The Government reserves the right to make staggered awards.

4. Contractors will be evaluated for contract awards based upon the award category they are competing in: Unrestricted, HUBZone set-aside, or 8(a) set-aside. Offerors must specify in their proposal (preferably in a cover letter to their proposal) which category they are competing in for contract award.

5. Each contract will be for one year from date of contract award.. Circumstances permitting, the Government intends to award contracts (without discussion) based upon information contained in the offeror's initial proposal. Depending on the quality of the offerors' proposals, it is possible that one, more than one, or all awards will be made without discussions; it is also possible that after initial 'non-discussion' awards, discussions will be conducted with the remaining offerors in the competitive range which may result in more awards; and it is also possible that discussions may be necessary before any awards are made. The resultant contract(s) will be indefinite-delivery/indefinite-quantity (ID/IQ), as defined at Federal Acquisition Regulation (FAR) 16.504. Under each contract, firm fixed price task orders may be issued for services.

6. The Government is under no obligation to issue any orders against this contract in excess of the minimum contract obligation. The estimated maximum contract amount for the unrestricted portion of this solicitation is \$150,000,000.00; the HUBZone set-aside is \$125 million; and the 8(a) set aside is \$25 million. In accordance with the Engineering Federal Acquisition Regulation Supplement (EFARS) 16.504(a)(1)(i) the minimum obligation will be negotiated prior to award.

7. Application of the Service Contract Act. Individual task orders will specify which Wage Decisions/Determinations applies for the geographic area the work will be performed.

8. Offers from large and small businesses shall provide a subcontracting plan as described in FAR 52.219-9, Small Business and Small Disadvantaged Subcontracting Plan notwithstanding FAR 52.219-9(a). Prior to award, the successful offeror's subcontracting plan must be determined to meet the requirements of FAR 19.705-4 and 52.219-9.

9. Guidance in the evaluation of subcontractor plans is included Army Federal Acquisition Regulation Supplement

(AFARS) 19.705-4, Appendix DD, "Subcontracting Plan Evaluation Guide," which can be found at <http://farsite.hill.af.mil/reghtml/regs/other/afars/APDD.htm>.

9. The Corps of Engineers' subcontracting goals at the date of this solicitation are as follows. Of the amount the Large Business prime subcontracts the Small Business goal is 51.2%; Small Disadvantaged Business goal is 8.8%; Service-Disabled Veteran-Owned Small Business goal is 1.5%; HUBZone Small Business is 3.1%, and Woman Owned Small Business goal is 1.5% percent.

***NOTE: A subcontracting plan is required from small businesses to comply with the Stafford Act. The small business subcontracting goals do not apply to small business.**

10. The authorized ordering office is the U.S. Army Corps of Engineers, Vicksburg District.

Scope of Work
for
DEMOLITION WORK FOR PRIVATE
RESIDENTIAL, PUBLIC, OR COMMERCIAL
STRUCTURES, SITE DEBRIS REMOVAL AND
SITE CLEANUP

VARIOUS LOCATIONS IN MISSISSIPPI

December 2005



US Army Corps of Engineers

SCOPE OF WORK
Hurricane Katrina Recovery Mission
Demolition, Debris Removal and Site Cleanup Work
or
Debris Removal and Site Cleanup
for
Public, Commercial, or Private Residential Properties

Various locations in the State of Mississippi

1.0 Location.

This scope of work applies to demolition and/or debris removal from public, commercial, or private residential properties located in Mississippi. Multiple awards will be made under this solicitation; Task Orders will specify zones and specific work areas.

2.0 Definitions.

2.1 Debris. Debris is defined as materials originating from the effects of any natural or man-made catastrophe or major disaster. Materials included are of both man-made and natural origins. Man-made debris, construction/demolition (C&D) materials includes, but not limited to: lumber, concrete, asphalt, masonry, metals, and plastics. Debris of natural origins, include but not limited to: all vegetative debris (grass, shrubs and trees) and slide materials (clay, sand, gravel, rock) and earth collected with the debris while loading trucks. Screening of debris may be required to remove earthen material prior to reduction. Debris is defined herein and shall be disposed of in accordance with all Federal, State, and Local laws and regulations.

2.1.1 Eligible Debris. Debris that is within the scope of this contract falls under three possible classifications Burnable, Non-Burnable and Household Hazardous Waste.

2.1.1.1 Burnable Debris. Burnable debris includes all biodegradable matter except that included in the following definitions of other categories of debris. It includes, but is not limited to, damaged and disturbed trees; bushes and shrubs; broken, partially broken and severed tree limbs; untreated structural timber; untreated wood products and brush.

2.1.1.2 Non-Burnable Debris. Non-burnable debris includes, but is not limited to, treated timber; plastic; glass; rubber products; metal products; dry wall; cloth items; non-wood building materials and carpeting. Some non-burnable debris is recyclable. Recyclable debris includes metal products (i.e., Mobile Trailer parts, Household appliances (White Metal), and similar items), electronic waste, or uncontaminated soil.

2.1.1.3 Household Hazardous Waste (HHW). Household hazardous wastes, such as, petroleum products, paint products, etc., and known or suspected hazardous materials, such as, asbestos, lead-based paint, E-Waste, Dirty White Goods. All tanks containing gas, diesel, heating oil, and other products, or electrical transformers shall be removed by the Contractor. Coordination for hazardous debris removal and segregation is the responsibility of the Contractor.

2.1.2 Stumps. Tree stumps with base cut measurements less than 2 feet in diameter will be disposed of with the same methods used for other burnable debris. Tree stumps larger than 2 feet in diameter will be converted to cubic yards using FEMA Guidance # R4-RR-PA-07-07-05-01, "Eligibility of Stump Removal Costs" contained in Section J.

2.1.3 Ash. Ash is the residue produced by incineration of the burnable debris. When handling ash, it will be required to "wet down" the ash to prevent dust problems.

2.1.4 Chips/Mulch. Chips and mulch are the end product of chipping or grinding wood products. Proper disposal of chips and mulch is to find environmentally friendly (non-landfill disposal) use for the material.

2.1.5 Right of Entry (ROE). An instrument providing the Government and its agents the right to lawfully enter upon property to perform demolition and/or debris removal.

2.1.6 Right of Way (ROW). Real-estate that is publicly owned running parallel to a roadway.

2.1.7 Household Toxic Waste (HTW). Materials including but not limited to fuels, oils, bitumen, calcium chloride acids, insecticides, herbicides or other harmful materials.

2.1.8 Electronic Wastes (E-Waste). Electronic hardware including but not limited to computers, televisions, camera, VCRs, radios, copiers, fax machines, microwave ovens which can contain a variety of toxic metals, such as, lead, cadmium, and mercury that can be harmful to the environment if not properly disposed.

2.1.9 White Goods. White goods are any household and commercial appliances.

2.1.10 Dirty White Goods. Household and commercial appliances that contain putrefied foods and/or ozone depleting substances.

2.1.11 Asbestos-containing waste materials (ACM). Mill tailings or any waste that contains commercial asbestos and is generated by a source subject to the provisions of this subpart. This term includes filters from control devices, friable asbestos waste material, and bags or other similar packaging contaminated with commercial asbestos. As applied to demolition and renovations operations, this term also includes regulated asbestos-containing material waste and materials contaminated with asbestos including disposable equipment and clothing.

2.1.12 Demolition means the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations.

3.0 General Project Description

3.1 The work shall consist of demolition of public, commercial, or private residential structures, removing demolition / disaster generated debris and debris reduction. Work shall include, but not be limited to: demolition of single / multi-family homes; public buildings and commercial structures, including garages, storage sheds, fences, and a collection of other onsite disaster generated debris. The work shall require the special handling of Dirty White Goods, HHW, E-Waste, ACM, HTW, and tanks containing petrochemical products. It shall include stump extraction and removal of hazardous hanging limbs and hazardous trees. Woody debris shall be kept segregated from construction/demolition (C&D) debris as much as mechanically practicable. Woody debris includes all vegetative debris and clean woody C&D debris, (i.e., not pressure-treated wood). The Contractor shall repair all roadways, sidewalks, concrete slabs, structural foundation piers attached to the ground, utilities, drainage structures and other features not designated for demolition or removal, which are damaged by Contractor operations. This shall include re-sloping for adequate drainage. Standing trees shall only be removed when necessary to gain access to remove eligible debris as identified by the ROE.

3.2 The Contractor shall commence performance on awarded Task Orders within forty-eight (48) hours after receipt of Notice to Proceed. No demolition shall occur until the Government reviews and accepts submittals listed in paragraph 5.8. The Contractor shall work during daylight hours for a maximum of twelve (12) hours per day, seven (7) days per week or as directed by the Contracting Officer in coordination with local officials. Nighttime work on reduction sites is allowed with adequate safety precautions in place. The current estimate of debris for Harrison and Hancock Counties (Unrestricted Award) is 7600 Private Properties with 3 Million CY of debris. The current estimate of debris for Jackson County (HUBZone Award) is 2800 Private Properties with 1 Million CY of debris. The current estimate of debris for the counties of Covington, Forrest, Lamar, Lincoln, and Perry (Northern Counties) (Competitive 8(a) Award is 4000 Private Properties with 1.4 Million CY of debris. The

current estimated completion date is 31 May 2006. This is purely an estimate given for production planning purposes. The volume and completion date will be formalized in individual Task Orders.

***These areas are subject to change by task orders issued by the Contracting Officer.**

3.3 Concrete slabs, sidewalks, and structural foundation piers attached to the ground shall not be demolished unless otherwise directed by the COR or designated Quality Assurance Representative (QAR).

3.4 Swimming pools, basements, and crawl spaces shall be filled in or fenced as directed by the Government QAR designated by the COR or as stated on the Right of Entry (ROE). Fill shall consist of clean sand which is free from debris, scrap metal, man-made fills, trash, refuse, objectionable weeds, litter, brush, matted roots, toxic substances, or any other foreign material. If needed the contractor shall pump standing water from swimming pools and/or basements into existing storm drains or drainage ditches to facilitate the placement of fill material. Sand fill shall be placed in a swimming pool void to the elevation that a free-fall from the edge of the pool will be approximately 3' – 6". Fencing shall be placed around the perimeter of the subsurface hazard using lightweight 1 ½" x 2 ½" plastic diamond fencing of the type shown on page 1739 of <http://www.mcmaster.com/> part number 59895T61 or approved equal. The color of the fencing shall be bright orange. Installed fencing shall not droop more than 8" vertically, measured at the center between posts. Posts to support the fencing shall be steel U-channel of the type shown on page 1739 of <http://www.mcmaster.com/> part number 6004T42 or approved equal.

3.4.1 At the direction of the COR, the pool floor may need to be broken or drilled for drainage.

3.5 All existing or contractor established temporary debris reduction site or landfill operations shall be directed by the debris reduction site or landfill operator. The Contractor shall cooperate with the landfill operator to facilitate effective operations in conjunction with MDEQ disposal requirements and all other applicable regulations and mandates.

3.6 When required, the Contractor shall provide access for placement of FEMA temporary housing units. In order to provide this access, mature trees, ornamental shrubs, vegetation, or other site amenities shall not be destroyed or impacted.

3.7 The Government reserves the right to have more than one contractor on site at any one time.

4.0 Services.

4.1 Demolition and Debris Removal. The Contractor shall provide all equipment, operators, and laborers for demolition and debris removal operations of public, commercial, or private residential structures as specified in individual Task Order(s). The Contractor shall provide all labor and materials necessary to fully operate and maintain all equipment (including fuel, oil, grease and repairs) under this contract. The Contractor shall provide supervision and quality control to assure the quality, completeness, and progress of the work. The Contractor shall comply with all applicable Federal, state, and local laws and regulations. Descriptions of the structures as available will be included in the ROE. No explosives will be permitted. The Contractor shall have no salvage rights except as specified in the Task Order or ROE. The debris work area shall be left clean and clear of debris as reasonably and practical under the conditions of this contract. No debris particles larger than 4 inches in diameter within a volume of no more than one half cubic yard shall be remain.

4.2 Activities required prior to starting demolition are:

4.2.1 The Contractor shall document the current conditions of all driveways, sidewalks and all structures not identified for demolition. The Contractor shall provide photographic and/or video documentation. The documentation shall be submitted and approved by the Contracting Officer or COR prior to beginning the work on each Right of Entry (ROE).

4.2.2 Prior to demolition of each structure, the Contractor shall perform all tasks and complete the Pre and Post demolition Checklist see Attachment E of Section J. Photographs of each structure to be demolished shall be included on the checklist. A COR or designated representative will approve each checklist prior to the Contractor beginning demolition. The Contractor shall adhere to limitations as indicated in the ROE.

4.2.3 The Contractor shall check the structures prior to demolition to insure that the properties are vacated.

4.2.4 The work includes disconnecting, capping and plugging of utilities. The Contractor shall supply all equipment, labor, supplies, and materials for this work and performed in accordance with local regulations. Disconnection of all utilities shall be coordinated by the Contractor with the appropriate local service providers. The Contractor shall contact the local utility companies prior to commencing work to coordinate termination of gas, water, electric, phone, cable TV, and any other utility services to the nearest acceptable point. Sewer taps shall be plugged with screw type expanding plug inserts or other means approved by the local sewer authority, to prevent intrusion of ground water into the existing sewer system. Septic tanks encountered shall be left in place. The Contractor shall ensure that damage does not occur to any septic tanks or undamaged water wells, grinder pumps and associated tanks/piping. Contractor is responsible for damages caused by his operation and associated repairs of all utilities under this contract. The Contractor shall not cut off services to legally occupied structures for more than two hours. The Contractor shall be aware that buried propane tanks are used in this area and caution should be taken accordingly.

4.2.5 Traffic control shall be in accordance with EM 385-1-1.

4.3 No Demolition work is to take place without a Government QAR designated by the COR present.

4.4 Fresh, uncontaminated water shall be used during demolition and debris loading work to control dust in conjunction with best demolition practices to mitigate respirable particulates and other hazards. The amount of dust resulting from demolition shall be controlled to prevent the spread of dust to occupied areas near the demolition site and to avoid creation of a nuisance in the surrounding area. Use of water shall not be allowed to result in, or create, hazardous or objectionable conditions, such as, ice, flooding and pollution. The use of water for dust control shall be performed in accordance with best management practices.

4.5 The Contractor is responsible for complying with applicable asbestos regulations for demolition of structures. Specifically, the National Emission Standards for Hazardous Air Pollutants (NESHAP), current guidance from the Mississippi Department of Environmental Quality (MDEQ), and applicable safety regulations. This includes but is not limited to:

- a) Asbestos Inspection by licensed and accredited MDEQ inspector, which shall include testing.
- b) Notification of Asbestos Abatement to MDEQ
- c) Demolition supervision by a MDEQ accredited Asbestos Supervisor.
- d) Pre-Demolition Abatement of Asbestos Containing Materials by licensed and accredited asbestos abatement firm.
- e) Air monitoring during asbestos work activities.
- f) Proper Shipment and Disposal of Asbestos Containing Materials. The handling of asbestos containing materials shall be addressed in the approved Asbestos Management Plan.

4.6 The Contractor is responsible for complete demolition and removal of all structures listed in the Task Order or ROE, down to the structurally sound foundations, piers, and/or slabs. Once demolition on a structure starts, demolition shall be completed within the same day. All demolition debris shall be handled in accordance with the approved Debris Management Plan. Ticketing will be done in accordance with established procedures. Swimming Pools, basements, and crawl spaces shall be filled in or approved fenced (fluorescent orange, polyurethane fencing, four foot in height) as directed by the Government QAR designated by the COR or as stated on the Right of Entry (ROE). Any swimming pools, basements, or crawl spaces to be filled shall be graded to a uniform slope in

accordance with the 2003 edition of EM 385-1-1, Safety and Health Requirements Manual to eliminate vertical drops. The backfill material for pools shall be clean sand and for other features shall be clean, uncontaminated soil.

4.7 The use of burning for demolition or the disposal of refuse and debris at the ROE site shall not be permitted.

4.8 Personal property to include automobiles, boats, and recreational vehicles shall be segregated on site out of the Contractor's work area as necessary. These items will be removed from the property by others.

4.9 The Contractor will conduct the work so as not to interfere with other disaster response and recovery activities of federal, state, and local Governments or agencies, or of any public utilities.

4.10 The Contractor shall not move from one designated work area to another designated work area without prior approval from the COR or QAR.

4.11 Hazardous Trees and Limbs and Stump Holes. The Contractor shall provide all equipment, operators, and laborers to remove hazardous trees, hanging limbs, stumps and backfill for stump holes. The Contractor shall determine the make-up of the removal crews, equipment and labor, for each project area identified in this task order, ROW or ROE. The makeup of the removal crews will be dependent on site conditions and the environmental sensitivity of the sites. The Contractor shall provide all labor and materials necessary to fully plan, manage, operate and maintain (including fuel, oil, grease and repairs) all equipment required for this task order. All equipment must be in compliance with all applicable federal, state, and local rules and regulations. All equipment shall have a placard with the Contractor's name and equipment identification number that is visually accessible and legible to the Quality Assurance inspectors.

4.11.1 This work includes, but not limited to, the following: removal of hazardous hanging limbs 2 inches in diameter or larger, removal of hazardous trees, removal of stumps, backfilling of stump holes, and associated debris. Debris removal, reduction and disposal shall be in accordance with the terms of the contract. The hazardous trees to be removed will include those leaning 30 degrees or more, downed in whole, snapped off above ground or identified for extraction. Stump holes shall be backfilled with clean topsoil to crown 2 inches above the existing grade. Note that stump holes include all cavities beyond the extraction stump holes. Stumps to be extracted will be identified on the ROE. The contractor will be responsible for repairs to areas disturbed by debris removal equipment. Repairs shall consist of filling and/or leveling of ruts or areas of damage using clean top soil as fill material where necessary. Damage is defined as ruts gouges, holes or other areas of disturbance in the landscape caused by contractor vehicles and equipment. This work does not include any sod or grass seeding operations. All work shall be approved by the COR.

4.11.2 The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. In addition, the Contractor shall implement measures necessary to ensure the safety of the public. Barricade tape will be used to delineate work areas. The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any subcontractor's actions or operations during the performance of the contract. Corrections for any such violations shall be at no additional cost to the Government. The contractor will be responsible for repairs to areas disturbed by equipment. Repairs shall consist of filling and leveling of ruts or areas of damage resulting from the presence of equipment using clean top soil as fill material. Damage is defined as ruts gouges, holes or other areas of disturbance in the landscape or home caused by contractor vehicles and equipment. This work does not include any sod or grass seeding operations. No separate payment bid item will be established for this work.

4.12 White and Dirty White Goods. The Contractor shall provide all equipment, operators, and laborers to promptly and effectively dispose of the contents of the White and Dirty White Goods encountered during the demolition and debris removal operations. The Contractor will provide all materials, labor, permits, work areas, and equipment to prosecute the work at the approved landfill.

5.0 Report Requirements.

5.1 Contractor Work Plan. The Contractor shall prepare a Contractor Work Plan for Contracting Officer approval. One copy of the completed Contractor Work Plan shall be provided to the Contracting Officer and one electronic (Word or Adobe Acrobat) copy to the Field Administration Office within five (5) working days of contract award. This plan must be approved by the Contracting Officer prior to the commencement of any work. The Contractor Work Plan shall include at a minimum:

a) Contractor's resources to include crews and equipment sufficient to complete demolition by 31 May 2006 and sufficient to complete all work associated with this contract including but not limited to site maintenance, reduction of materials, and restoration of temporary sites by September 31, 2006;

b) A description of how the work shall be performed;

c) Procedures for reporting progress;

d) Management organizational structure indicating lines of authority and method of contract management;

e) Quality Control (QC) Plan;

f) Work Hazard Analysis.

5.2 Accident Prevention Plan. The Contractor shall prepare an Accident Prevention Plan in accordance with the 2003 edition of EM 385-1-1 Appendix A, Safety and Health Requirements Manual. One copy of the completed Accident Prevention Plan shall be provided to the Contracting Officer within five (5) working days of contract award. This plan must be approved by the Contracting Officer prior to the commencement of any work.

5.3 Contractor Daily Safety Meetings. A daily safety meeting shall be conducted each morning prior to each day's activities. The daily safety meeting shall include the hazards expected with each day's activities and the mitigation measures for each hazard shall be discussed. The Accident Prevention Plan may be referenced for mitigation measures.

5.4 Asbestos Management Plan. The Contractor shall prepare an Asbestos Management Plan for Contracting Officer approval. The plan shall include, as a minimum, the project method for inspection, notification, abatement, and post abatement handling and disposal of all Asbestos Containing Materials as described in applicable Federal and State laws. This plan shall also address requirements of EM 385-1-1 06.B05 (2003) Asbestos Hazard Abatement Plan. The plan shall be submitted within five (5) working days of contract award. Prior to beginning work on any Task Order the Asbestos Management Plan shall be amended if necessary and approved by the Contracting Officer Representative (COR).

5.5 Daily Operational Report. The Contractor shall submit a daily operational report. A separate operational report is required for each Task Order/property. For example, if the Contractor is working three crews, each on a separate property on the same day; three reports shall be submitted at the end of that day (one for each crew). This form must be signed daily by the Quality Assurance (QA) representative and the Contractor. Discrepancies between the daily operational report and corresponding load tickets shall be reconciled no later than the following day. In addition to that shown on the daily operational report, the Contractor shall include a narrative on any significant activities occurring each day including but not limited to verbal instructions, changes, clarifications, safety mishaps, near misses, or successes. The Contractor shall include in the daily operational report the ROE started, in progress and completed. The report shall include the ROE number building ID and address. In addition, the report shall identify all workers, to include subcontractor, and equipment. Daily operation reports for Right-of-Way (ROW) will include the same requirements as the ROE's with the exception of the ROE number that shall be replaced with the location of the debris that was removed. Before and after photographs shall be submitted.

5.6 Daily Inspections. The Contractor shall perform daily safety inspections and record them on the forms approved by the Contracting Officer. Reports of daily inspections shall be maintained at the jobsite. These reports

shall be records of the daily inspections and resulting actions. Each report shall include, as a minimum, the following:

- a) Locations of areas where inspections were made.
- b) Results of inspections, including nature of deficiencies observed and corrective actions taken, or to be taken, date, and signature of the person responsible for its contents.
- c) The contractor shall include safety programs that are successful and provide a benefit to the safety program.

5.7 Work Schedule. The Contractor shall provide a work schedule including a time line for each Task Order/property. A two week look ahead schedule shall be in a format approved by the COR and shall be provided at the end of each work week or upon request by the COR when conditions change significantly as determined by the COR. Example of the two week look ahead could include the location of work, total number of workers and type and number of equipment per ROE and or ROW. In addition, the contractor shall provide a daily schedule with up to dated information or as indicated for the two week look ahead schedule. The daily work schedule shall be provided to the Government no later than the 1800 hours the day before work is performed.

5.8 Submittals. The Contractor shall provide the following submittals for Contracting Officer approval prior to commencement of work:

- a) Accident Prevention Plan.
- b) Activity Hazard Analysis.
- c) Asbestos Management Plan.
- d) Management Plans, i.e., Organizational Structure, (site specific for each collection, reduction, storage, segregation and disposal site), QC Management Plan (sample daily work plan), Environmental Protection Plan, White Goods Plan, Reduction Site Closure Plan,
- e) Work Plan,
- f) Debris/Reduction Site Management Plan:
 - 1) Once the dumpsite is located, the contractor shall provide a Site Management Plan. Five (5) copies of the plan are required. The plan shall be drawn to a scale of 1" = 50' and address following functions:
 - 2) Access to site
 - 3) Site preparation – clearing, erosion control, and grading, and operation during inclement weather
 - 4) Traffic control procedures
 - 5) Safety
 - 6) Segregation of debris
 - 7) Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower
 - 8) Location of incineration operations, chipping operation (if required). Burning operations require a 100-foot clearance for the stockpile and a 1000 foot clearance for structures.
- g) Task Order timeline
- h) Schedule of Work
- i) Final Closure Plan

6.0 Environmental Protection, Historic Preservation, Protection of Property and Restoration.

For the purpose of this contract, environmental protection is defined as the retention of the environment in its natural state to the greatest extent possible during execution of this contract. Environmental protection requires consideration of air, water and land and involves noise and solid waste management, as well as other pollutants. In order to prevent and to provide for abatement and control of any environmental pollution arising from the demolition activities in performance of this contract, the Contractor and its subcontractors shall comply with all applicable Federal, State and local laws and regulations concerning environmental pollution control and abatement.

6.1 Historical and Archaeological Concerns or Resources. The Contractor shall not remove or disturb any historical, archeological, architectural or cultural artifacts, relic remains or objects. All items having any apparent historical or archeological interests, which are discovered shall be carefully preserved. The Contractor shall leave the archeological find undisturbed and immediately report to:

- a) The Contracting Officer or designated representative
- b) State Historic Preservation Officer.

6.2 Hazardous and Sensitive Materials.

6.2.1 The Contractor shall not remove or disturb any human remains. If human remains are encountered during any element of work associated with this contract, all work shall be stopped. The Contractor shall immediately notify:

- a) The Contracting Officer or designated representative
- b) Local law enforcement
- c) Local Government officials
- d) Crews and equipment shall remain on standby until retrieval team notifies QAR that no additional assistance to extract is required.

6.2.2 If the Contractor encounters animal remains, the remains shall be secured onsite and work may continue. The Contractor shall immediately notify:

- a) The Contracting Officer or designated representative
- b) Local Government officials.

6.2.3 If the Contractor encounters ammunition, weapons, or explosives on site or during demolition/cleanup activities, all work shall be stopped in the immediate area. Work may continue in other areas on site. The Contractor shall immediately notify:

- a) The Contracting Officer or designated representative
- b) Local law enforcement
- c) Local Government officials.

6.3 If the Contractor encounters valuables, such items shall be secured onsite and work may continue. Valuables may include jewelry, cash, safes, and other items of monetary or sentimental value. Under no circumstance shall Contractor employees keep any found items for souvenirs or other uses. The Contractor shall immediately notify the Government QAR who will tag and bag the valuables and notify local Government officials.

6.4 Household Hazardous Waste (HHW) is excluded from the definition of Hazardous Toxic Waste (HTW) and therefore does not require the same collection or handling procedures as HTW. Known or suspected HHW and HTW that mistakenly enter the waste stream shall be placed in an approved disposal area within the dump site for removal by others. While every effort will be made to have the local residents separate the HHW from the other debris, if this does not happen, the crew(s) handling the normal debris removal process will need to separate any HHW as needed during collection.

6.5 Electronic Wastes (E-wastes). E-wastes may be stored temporarily at existing or contractor provided reduction or landfill sites for recycling and reduction.

6.6 White Goods. Any household and commercial appliance not identified in 2.1.8.

6.7 All tanks containing gasoline, diesel, and heating oil or other petroleum type products shall be clearly identified by the contractor prior to starting work and coordinated with the COR.

6.8 Dirty White Goods. The contractor shall submit a dirty white goods plan for contracting officer approval. This plan will include but is not limited to:

- a) The initial handling and pick up and transportation of dirty white goods.
- b) Procedures related to the removal of putrefied foods from refrigerators.
- c) Methods for final disposal and recycling.
- d) Proper removal and disposal of ozone depleting substances.
- e) Any safety and training requirements for workers exposed to or working with dirty white goods.

7.0 Debris Classification.

7.1 Eligible Debris. The debris must be a direct result of the declared event must occur within the designated disaster area and must be the responsibility of the applicant at the time of the disaster. Debris removal shall be eligible when it:

- Eliminates immediate threats to lives, public health and safety;
- Eliminates immediate threats of significant damage to improved public or private property; and / or
- Ensures economic recovery of the affected areas to the benefit of the community-at-large.

8.0 Debris Removal and Disposal.

8.1 Eligible debris and other waste shall be taken off site throughout the demolition/debris removal process. The Contractor shall not allow debris to accumulate during demolition. The eligible debris and other waste shall be loaded into trucks and taken to the approved reduction/ disposal sites.

8.2 All health and safety hazards including, but not limited to, trash, metal, plastic, and glass, shall be removed from within the footprint of the structure to be demolished. All trucks shall be tarped to prevent spillage on streets or adjacent areas. State and local regulations regarding hauling and disposal shall apply.

8.3 Debris Disposal Process. Measurement for all eligible debris removed shall be by the cubic yard and supported by a load ticket prepared according to established procedures.

8.3.1 The entire four-part load ticket is given to the vehicle operator by a Government QAR prior to leaving the loading area. Upon arrival at the disposal site, the vehicle operator shall give the entire four-part load ticket to the Government QAR. The Government QAR will verify the hauler and equipment and establish the percent of the truck's capacity that is filled with eligible debris. After documenting percentage to the nearest 5%, the Government QAR will calculate the actual cubic yardage of the load. The actual cubic yard will be recorded on the load ticket by the Government QAR to the nearest cubic yard. The Government QAR will give one copy to the vehicle operator. One copy is then given to the Contractor, the original is kept by the Contracting Officer or the designated representative and the fourth shall be given to FEMA. The load tickets shall be submitted with the daily report for each ROE.

9.0 Debris Reduction and Dumpsites.

9.1 The Contractor shall be responsible for locating all reduction and disposal sites including the acquisition of sites as necessary. The sites shall be obtained, developed, and operated to meet all federal, state, and local laws and regulations. Typically, if the tipping fee cost is the same as is applicable to the public or at a commercial rate, which is considered to be fair and reasonable. TIPPING FEES are actual cost for each individual site. The Government will reimburse the contractor for actual cost of tipping fees. The reduction and disposal sites are subject to the approval of the CO.

9.2 All dumping operations shall be directed by the dumpsite operator. The Contractor shall cooperate with the dumpsite operator to facilitate effective dumping operations.

9.3 Inspection Tower. The contractor shall construct two inspection towers at each reduction and landfill sites, ingress and egress, using pressure treated wood. The floor elevation of the tower shall be 10 foot above the existing ground elevation. The floor area shall be 8' x 8', constructed of 2" x 8" joists, 16" O.C. with ¾" plywood supported by four 6" x 6" posts. A 4 foot high wall constructed of 2" x 4" studs and ½ inch plywood shall protect the perimeter of the floor area. The roof area shall be covered with corrugated tin. The roof shall provide a minimum of 7 ft. of headroom below the support beams and sloped to drain. A one foot drop down around the perimeter of the roof line shall be provided. Wooden steps shall provide access with a handrail. Include the construction of a work table, 4' x 2 ½' x ¾" plywood supported at all four corners. The inspection tower shall be anchored to withstand a 70mph wind and the base of the tower shall be surrounded by concrete jersey barriers to prevent the trucks from impacting the base of the tower. Hauling operations will not be allowed into the landfill or reduction site until an inspection towers is provided. No separate payment will be made for the construction or installation of the inspection towers. All cost associated with this activity will be included in the Cubic Yard price for debris removal.

9.4 Final reduction and disposal sites shall be identified by the contractor and subject to approval by the Government prior to Contractor commitment.

10.0 Dumpsite Management and Debris Reduction

10.1 General. The Contractor shall provide specified equipment, operators, and laborers for dumpsite management and debris reduction operations as specified in the management plan. The contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease and repairs) his equipment. The work shall consist of constructing an appropriate debris disposal and/or reduction site as necessary for managing the debris resulting from his operations. He shall manage the reduction site; perform debris reduction operation which may include air curtain incineration, and or chipping of debris, excluding concrete, asphalt, masonry and metal. A sample incineration pit drawing is provided in Section J, Attachment A. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities. A sample Reduction site drawing is provided in Section J, Attachment B.

10.2 The contractor shall be responsible for all costs associated with the final disposal of non-burnable debris and ash residue. Tipping fees will be reimbursed by the Government. The Contractor will be responsible for returning the reduction site to near original conditions, upon completion of reduction activities. The contractor shall be responsible for the closure of the debris site within 60 calendar days of receiving the last load of disaster-related debris. This closure shall include removal of site equipment, debris, and all remnants from the processing operation (such as, temporary toilet, observation towers, security fence, etc.), and grading the site and restoring the site to pre-work conditions. The site will be restored in accordance with all state, tribal, and local requirements. The contractor is responsible for the proper disposal of non-burnable debris, under this contract. The contractor shall receive approval from the COR as to the final acceptance of a site closure. Cubic Yardage shall be determined by the actual debris tickets received from the Corps of Engineers. This cubic yard price shall include all cost associated with all direct and indirect cost to include site acquisition, management, debris reduction, debris disposition, final site restoration.

10.3 Debris shall be reduced by mechanical means using chippers, grinders, or shredders as indicated in the contractor management plan. The storage area and processing area for the debris reduction operation shall be approved by the COR based upon meeting all federal, state, and local laws and regulations. The size of the debris pile shall be indicated in the site management plan.

10.4 Debris reduction by burning. All burning activities must comply with Mississippi Department of Environmental Quality regulation and guidance. There is no industrial standard for Air Curtain Pit Burning. Air curtains are widely used in many areas. If used, contractor shall dig a pit 8 feet to 9 feet wide, and 14 feet deep with an impervious bottom layer of clay at least 1 foot deep. Ends sealed to a height of 4 feet. Seal nozzle end with 12 inches of dirt. Warning stops at least 1 foot high. Airflow should be 2 feet below the top edge of the pit. Ensure minimum nozzle velocity of 8,800 ft/min (100mph) and volume of 900 cf/min/linear feet. Pit no longer than the length of the blower nozzle. Burn pits must be set back a minimum of 100 feet from debris pile. Safety distance of at least 1,000 feet. Extinguish fire 2 hours before removing ash.

10.5 Performance Schedule. The Contractor shall manage dumpsite operations to coincide with hauling operation during daylight hours, 7 days per week. Management and execution of burning operations will be 24 hours per day, 7 days per week, unless directed otherwise by the Contracting Officer.

10.6 **OTHER CONSIDERATIONS:**

10.6.1 The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform as specified in the task order.

10.7 The Contractor must be duly licensed to perform the work in Hazardous Materials Containment Area.

10.8 The contractor shall be responsible for and construct a hazardous material containment area. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gauge plastic (or tarp for colder climates where plastic may be too brittle) to provide a waterproof barrier. Additional plastic or tarp sufficient to cover the area is required to prevent rain or snow from entering the containment. It is the Contractor's responsibility to be informed of all laws pertaining to the handling of hazardous materials. Site runoff must be redirected from the containment area by site grading. See Section J, Attachment C.

10.9 Debris Reduction. The contractor shall be fully responsible for utilizing debris disposal/reduction sites that utilize the best reduction management practices. This includes reduction by mechanical means using chippers, grinders, and shredders. Debris reduction by burning is authorized subject to full compliance with MDEQ requirements and regulations and EM 385-1-1.

11.0 **Mobilization and Demobilization.**

11.1 Mobilization. For this contract is defined as establishing and equipping a field office located in the immediate vicinity of this work. Mobilization shall include field office and personnel, offices equipment, field office trucks, supplies, and the preparation of all the required submittals. Production equipment associated with the demolition and debris removal or reduction is not considered a part of mobilization cost.

11.2 Demobilization. The Contractor shall provide all close out documents and reconciliations of all debris tickets. Remove all temporary field offices and closure of all temporary staging areas.

11.3 Equipment. There shall be no associated mobilization/de-mobilization costs associated with the equipment indicated in this section.

11.4 All trucks and other equipment shall be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back up alarms. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and

are constructed in a manner to withstand severe operating conditions. The sideboards shall be constructed of wood or steel. If wood, boards shall be 2" by 6" boards or greater. Sideboards shall not extend more than two feet above the metal bedsides. Trucks or trailers shall be loaded in such a manner that maximum gross vehicle weight (GVRW) shall not be exceeded. All extensions are subject to acceptance or rejection by the Government QAR. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. Plastic webbing is not acceptable for a tailgate. All hauling equipment shall be measured and marked for its load capacity by the Government QAR. The Contractor shall inspect all equipment prior to use and ensure all loads are trimmed and fully covered with a tarp prior to departing demolition site. Any piece of equipment that appears to have been damaged or is unsafe as determined by the QAR will be re-inspected and recertified for safe operation in accordance with EM 385-1-1.

11.5 All equipment shall be inspected and measured in conjunction with the Government and shall prominently display two placards that shall be numbered and clearly display the load capacity for identification with a permanent marking. The placards shall be located on the driver's side and the passenger side of the equipment. No capacity can exceed 100% of the measured volume or the vehicle's rated loaded capacity. All prime and subcontractor equipment shall be identified with the prime contractor's name.

11.6 Trucks or equipment, that are designated for use under this contract, shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances shall the Contractor mix debris hauled for others with debris hauled under this contract.

11.7 All equipment designated for use under this contract shall be equipped with two identification signs, one attached to each side of the equipment. Signs will be designed and provided by the Contractor for all equipment. The sign shall have two distinct 1/2" red outline borders on a white background with the contractors name on the interior and approved by the Corps of Engineers.

11.8 Prior to commencing any demolition or debris removal operations, the Contractor shall present to the Government's representative all trucks and/or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. Hauling capacity, in cubic yards, will be recorded and marked on the placard for each truck or trailer. Each truck or trailer will also be numbered for identification. A sample load ticket, Section J, Attachment D, will be completed by a Government's Representative and the driver furnished a copy.

12.0 Other Considerations.

12.1 The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform as specified in the task order.

12.2 The Contractor must be duly licensed to perform the work in Mississippi per statutory requirements. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the COR prior to commencement.

12.3 The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any subcontractor's actions or operations during the performance of the contract. Corrections for any such violations shall be at no additional cost to the Government.

12.4 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area.

12.5 The Contractor shall provide a dumpsite foreman who is responsible for management of all contractor operations at the site.

12.6 The contractor shall be responsible for determining the need for and managing the night operation.

12.7 The Contractor shall designate a Contractor Representative (CR) for each Task Order to supervise work in progress. The Contracting Officer Representative (COR) will deal directly with the CR, for normal day-to-day administration of the contract provisions, within the limits of their authorities. The CR shall conduct overall management coordination and is the central point of contact with the Contracting Officer for performance of all work under the contract. The CR shall have full authority to contractually commit the Contractor for prompt action on all matters pertaining to administration of this contract.

12.8 The Contractor shall designate a full-time Site Safety and Health Officer (SSHO), who is solely responsible for safety and safety training. The SSHO shall also be responsible for implementing the Accident Prevention Plan and Daily accident Prevention Plan. The SSHO shall have as a minimum 30 hours of OSHA training and 5 years experience.

12.9 The Contractor shall take necessary precautions to ensure that street signs are not moved or damaged. The Contractor may move signs temporarily for protection if they are in danger of being damaged during demolition. The Contractor shall return signs to pre-existing location and condition following completion of demolition.

12.10 The Contractor shall comply with the safety requirements contained in Em 385-1-1, latest edition, Safety and Health Requirements Manual, OSHA, EPA, and other State and Federal Laws that address a safe work environment. This includes the monitoring and safety of all employees who are performing any work under this Contract and Task Orders.

12.11 The Contractor shall obtain all permits, licenses, and certifications and maintain these documents and have such documents readily available for review, as required and requested by the COR or QAR. Copies of all permits, licenses, and certifications shall be submitted to the Contracting Officer.

12.12 Compliance with the provisions of this contract by subcontractors shall be the responsibility of the Contractor.

12.13 The Contractor shall assign and provide an Operations Manager (OM) to the Regional field Office (RFO) to serve as the principal liaison with the Corps of Engineers Contracting Officer. The assigned OM must be knowledgeable of all facets of the Contractor's operations and have authority in writing to commit the Contractor. The OM shall be on call 24 hours per day, seven days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information and make arrangements for on site operations. The electronic linkage shall provide immediate contact via Cell phone, Fax machine, and Internet. The OM will participate in daily After Action Reviews and disaster exercises, functioning as a source to provide essential Contractor element information. The OM will report to the Contracting Officer. This position will not require constant presence at the RFO, rather the OM will be required to work the minimum 10 hours workday and be on call and physically capable of responding to the ROF within 30 minutes of notification.

13.0 **Special Considerations.**

13.1 The Contractor shall secure the demolition area to provide a safe work site. The contractor shall use equipment and perform work in a manner to prevent damages to adjacent infrastructure facilities and adjacent right-of-ways, including all landscaped areas. The Contractor shall repair any damage caused by the contractor's equipment in a timely manner at no expense to the Government. All equipment shall be approved by the Contracting Officer prior to use. All loading equipment shall have street tracks and wheels to operate on the street/road using buckets and/or boom and grapple devices to remove and load the debris. Any damage to private property, sidewalks, curbs, utilities, or streets shall be repaired at the expense of the Contractor. Work shall not be considered complete until repairs are verified by the COR or QAR.

13.2 Before beginning any demolition or debris removal work, the Contractor shall survey the site. The Contractor shall take necessary precautions to avoid damage to adjacent properties. The Contractor shall protect all fire hydrants and all utilities during work operations. Any Contractor damaged items shall be repaired or replaced as approved by the Contracting Officer, as a non-reimbursable expense of the Contractor. The Contractor shall coordinate the work of this section with all other work. The Contractor shall follow any local and state noise ordinance. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local Governments or agencies, or of any public utilities.

13.3 Trees outside the project site which might be damaged during demolition shall be left in place and protected. Any such tree(s) damaged during the work under this Contract or Task Orders shall be replaced, as specified in the contract clause "Protection of Existing Trees and Vegetation".

16.0 Measurement and Payment

Lump Sum Items. Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided. Additional payment for safety, management and regulatory requirements will not be considered for extra payment.

Unit Price Items. Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items. Additional payment for safety, management and regulatory requirements will not be considered for extra payment.

Mobilization and Demobilization; CLIN 0001.

Measurement. Unit of measurement will be lump sum.

Payment. Sixty (60%) percent will be paid to the Contractor upon mobilization of all equipment needed to commence work. The remaining 40% percent will be paid to the Contractor upon final completion and acceptance of the minimum specification requirements at all work sites and areas of operation.

Right of Entry Debris Removal; CLIN 0002.

Measurement. Measure will be made by the Cubic Yard (CY).

Payment. Payment will be made with the effort associated with collection, removal and transportation of non-demolition storm generated debris to include hazardous trees, limbs and stump holes listed in paragraph 4.11 within an ROE. All fees and permits (excluding tipping fees) associated with this CLIN shall be included in the unit price.

Right of Way Debris Removal; CLIN 0003.

Measurement. Measure will be made by the Cubic Yard (CY).

Payment. Payment will be made with the effort associated with collection, and transportation of debris placed on the ROW. All fees and permits (excluding, tipping fees) associated with this CLIN shall be included in the cubic yard price.

Demolition with Debris Removal – Non-Asbestos; CLIN 0004.

Measurement. Measure will be made by the Cubic Yard (CY).

Payment. Payment will be made with the effort associated with demolition, collection, removal and transportation of structures mentioned in paragraph 4.0 within an ROE. All fees and permits (excluding, tipping fees) associated with this CLIN shall be included in the cubic yard price. Compensation for this CLIN shall be done after the requirements mentioned in paragraph 4.5. have been made.

Demolition with Asbestos and Debris Removal; CLIN 0005.

Measurement. Measure will be made by the Cubic Yard (CY).

Payment. Payment will be made with the effort associated with asbestos hazard mitigation, asbestos disposal, demolition, collection, removal and transportation of structures mentioned in paragraph 4.0 within an ROE. All fees and permits (e.g., tipping fees) associated with this CLIN shall be included in the cubic yard price.

Combined Hazardous Waste; CLIN 0006.

Measurement. Measure will be made for Each Right of Entry (ROE).

Payment. Payment will be made for collection and staging of all Combined Hazardous Waste in paragraph 6.5.

Fencing around Sub-Surface Voids; CLIN 0007.

Measurement. Measure will be made by the Linear Foot (LF). This CLIN is Optional and will be executed by the COR within the ROE.

Payment. Payment will be made by the Cubic Yard, CY, of Soil fill placed in the subsurface void stated in paragraph 3.4.

Soil Back Fill for Sub-Surface Voids; CLIN 0008.

Measurement. Measurement will be made by the Cubic Yard (CY). This CLIN is Optional and will be executed by the COR within the ROE.

Payment. Payment will be made by the Cubic Yard, CY, of Soil fill placed in the subsurface void stated in paragraph 3.4.

Dirty White Goods; CLIN 0009.

Measurement. Measurement will be made for Each Dirty White Good.

Payment. Payment will be made for each Dirty White Good mentioned in paragraph 6.8 and after receipt and acceptance of the Dirty White Goods plan.

Stump Extraction; CLIN 0010.

Measurement. Measurement will be made for Each Stump Extracted.

Payment. Payment will be made for each stump extracted from the ground. Compensation will be made for all equipment and labor necessary to extract, haul and dispose of a tree stump partially buried with its roots still engaged in the ground. The FEMA Guidance # R4-RR-PA-07-07-05-01, "Eligibility of Stump Removal Costs" will not be used for this CLIN.

Loose Stumps Greater than 24" Diameter; CLIN 0011.

Measurement. Measurement will be made by the Cubic Yard (CY).

Payment. Payment will be made for labor and equipment necessary to haul and dispose of a tree stump which does not have its roots engaged into the ground. The FEMA Guidance #R4-RR-PA-07-07-05-01, "Eligibility of Stump Removal Costs" will be used for this CLIN to convert stumps into a Cubic Yard.

Tipping Fees; CLIN 0012

NOT USED

Dumpsite Management and Debris Reduction; CLIN 0013

Measurement. Measurement will be made by the Cubic Yard (CY) of debris.

Payment. Payment for all work associated with disposal site and debris reduction will be included in the contract unit price as stated in 10.0.

Skilled Labor, CLIN 0014

Measurement. Measurement will be made by the Hourly rate. The labor rate will be paid a minimum of 4 hours of work done for any hours under 4 hours. Any work performed over 4 hours of work will be paid by actual work performed. Overtime is measured for hours worked over 40 hours per week. This CLIN is Optional.

Payment. Payment will be made of each hour of skilled and semi-skilled labor used during the operations of this contract not listed in the aforementioned CLIN's.

Underground Storage Tank; CLIN 0015

Measurement. Measurement will be made for each tank. This CLIN is optional and will be negotiated.

Payment. Payment will be made by each Task.

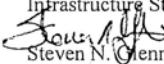
SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

U.S. Department of Homeland Security
Region IV
3003 Chamblee Tucker Road
Atlanta, GA 30341



FEMA

July 7, 2005

MEMORANDUM FOR: Infrastructure Staff
FROM: 
Steven N. Glenn, Chief
Infrastructure Branch
SUBJECT: Regional Guidance # R4-RR-PA-07-07-05-01
Eligibility of Stump Removal Costs

PURPOSE: The purpose of this memorandum is to provide criteria by which the Federal Emergency Management Agency (FEMA), Region IV, will determine eligibility of stump and root ball extraction and stump collection. This guidance clarifies FEMA policy and FEMA 325, *Debris Management Guide*, and sets out a process for documenting and crediting eligible costs.

POLICY: FEMA will reimburse applicants a reasonable cost on a per stump basis for stumps larger than 24 inches in diameter that are extracted from the public right-of-way of improved public property or improved property owned by an eligible Private Nonprofit. FEMA will reimburse applicants a reasonable cost for all other stumps and root balls on a cubic yard basis using the attached *Stump Conversion Table* developed during the 2004 Florida hurricanes recovery effort. Eligible work will be approved in advance by FEMA and documented on a "Hazardous Stump Worksheet," shown as attached.

PROCESS:

- A. Stumps larger than 24 inches in diameter. When a tree on a public right-of-way or improved public property (including improved property owned by an eligible Private Nonprofit) has been uprooted as a result of the disaster event, and the exposed root ball poses an immediate threat to life, public health and safety, FEMA may provide supplemental assistance for the extraction of the eligible stump and root ball, and filling of the root cavity. FEMA will reimburse applicants the reasonable costs on a per stump basis for the extraction of stumps that are larger than 24 inches in diameter (measured two feet up from where the tree originally exited the ground) and for which the following criteria can be demonstrated:
1. The stump and exposed root ball must originate from a public right-of-way or improved public property (including improved property owned by an eligible Private Nonprofit);
 2. The stump and exposed root ball must have been created from the uprooting of a tree as a result of the disaster event, such that the root ball has become exposed; and,

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3. The stump and exposed root ball must pose an immediate threat to life, public health and safety.
- B. All other stumps. For all other stumps, including stumps that are 24 inches in diameter or less (inclusive or exclusive of extraction) and any stump, regardless of size, placed on public rights-of-way by adjacent property owners that resulted from trees that were uprooted by the disaster event and posed an immediate threat to life, public health and safety, FEMA may reimburse applicants for the reasonable costs of the collection, transport and disposal on a cubic yard basis using the attached *Stump Conversion Table*.
- C. Exception for alternate contracting method used. Nothing herein is meant to require applicants to contract for stump extraction on a per stump basis. Applicants may contract for removal and disposal of all stumps on a cubic yard volume basis, regardless of size or whether or not the stump required extraction by the contractor. This method of contracting may represent a substantial cost savings to the government. When an applicant's contract does not stipulate a per-stump price for stumps larger than 24 inches in diameter, applicants will be reimbursed a reasonable cost for all stumps on a cubic yard basis using the attached *Stump Conversion Table*, if necessary, or as an indistinguishable part of a measured load of burnable debris.
- D. Cost reasonableness. Claimed costs for stump extraction must be reasonable. Determinations of reasonableness will be based on factors such as:
- Fair market prices for similar work
 - Contract procurement methods used
 - Historical costs for similar work
 - FEMA cost codes for force account work
- E. Documentation.
1. Upon applicants' request, a FEMA Public Assistance Coordinator, Project Officer, or Debris Specialist, in coordination with applicants, will visit each worksite having potentially eligible stumps and observe the following:
 - a. Location. Observe whether or not the uprooted stump is located on improved public property or a public right-of-way. Record and document the latitude and longitude of the worksite. If the stump to be extracted is not located on improved public property or a public right-of-way, it is ineligible. If the stump is not uprooted, it is not eligible for removal; it should be cut flush with the ground instead.
 - b. Size. Measure and record the diameter of the stump to be extracted. Measure at two feet up from where the tree originally exited the ground. Document the size of the ground cavity created by the exposure of the root ball, and estimate the amount of fill material necessary to fill the ground cavity. If the stump is 24 inches or less in diameter, it is ineligible for the per stump price.
 - c. Threat. Document the immediate threat to life, public health and safety presented by the uprooted tree by: observing the proximity to travel lanes, sidewalks, walking paths or public gathering areas; describing the hazard to the public caused by the existence of a

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ground cavity around the exposed root ball; noting the potential for or tangible evidence of infestation, breeding or refuge of rodents, vermin, reptiles or other wild animals.

2. FEMA will take the following steps with respect to the above observations:
 - a. Marking. Eligible stumps will be marked with green paint. Ineligible stumps will be marked with red paint.
 - b. Recording. A Hazardous Stump Worksheet (see attached) will be completed in full for each stump, capturing the following information:
 - Names of parties present (and signatures, if possible);
 - Physical location (street address, road cross streets, etc.);
 - GPS coordinates of eligible stump;
 - Identification of site as on public right-of-way or improved public property;
 - Notation of existence of threat as described in paragraph E.1.c above;
 - Size of tree (diameter);
 - Quantity of fill material required to backfill root cavity, if necessary; and,
 - Notation of any special or unusual circumstances.
 - c. Project Worksheet preparation. A copy of completed Hazardous Stump Worksheets will be provided to applicants, and the originals will be provided to the Project Officer responsible for writing the applicants' Project Worksheet (PW). Project Officers will use the completed Hazardous Stump Worksheets as the basis for a Category "A" PW. Project Officers will attach to the PW the Hazardous Stump Worksheets and any other documentation that supports any eligible or ineligible calls made by FEMA with respect to stump extraction claims. Ineligible calls may result in an applicant's appeal pursuant to 44 CFR §206.206.
- F. Ineligible stumps. Stumps that were extracted or picked up from ineligible locations, such as unimproved public or private property, are not eligible. Stumps that were removed by contractors that did not constitute an immediate threat to life, public health and safety are not eligible. Stumps that were removed by contractors from trees that were not uprooted by the disaster event are not eligible. Stumps that were acquired outside the declared area or assigned area of responsibility of that contractor are not eligible.
- G. Stumps not approved in advance by FEMA. Stumps that have not first been evaluated by FEMA and are not duly reflected on a Hazardous Stump Worksheet pursuant to paragraph E.2 above and bearing a green or red paint marking will be paid for on a cubic yard basis at rates consistent with the debris removal contract between the applicant and the contractor. Refer to the attached *Stump Conversion Table* to convert from stump diameter to volume in cubic yards. All unit costs shall be subject to a FEMA determination of reasonableness.
- H. No duplication of claim. *Any stumps presented at disposal sites bearing either green or red paint markings will not be credited, as they have already been either: 1) recorded by FEMA on a Hazardous Stump Worksheet and made part of a PW; or 2) determined to be ineligible for a reason listed above. Debris Monitors will take appropriate volume reductions according to the*

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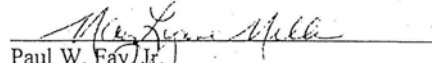
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Stump Conversion Table, where possible, or will carefully document any incidence of a painted stump receiving volume credit at a disposal site by an applicant, and will work with the Project Officer to reduce the applicant's claim accordingly, as such credit represents a duplication. Duplication in credit may result in FEMA reimbursing applicants twice for the same stump: once on a per stump basis determined at the pick-up location, and again on a cubic yard basis at the disposal location. Public Assistance Coordinators or Project Officers, in coordination with the FEMA Debris Specialist, will discuss all proposed reductions in applicants' claims with applicants in an effort to gain the applicants' concurrence, or to document the applicants' disagreement. Disagreements may become the subject of an applicant's appeal pursuant to 44 CFR §206.206.

Effective Date

This Regional Guidance is effective on July 7, 2005.

Concurrence:

Paul W. Fay, Jr.
Director, Response and Recovery Division

Attachments

Hazardous Stump Worksheet

Applicant: _____ Date: _____

Applicant Representative: _____ Signature: _____

FEMA Representative: _____ Signature: _____

State Representative: _____ Signature: _____

	Physical Location (i.e., Street address, road cross streets, etc.)	Describe Facility (ROW, Park, City Hall, etc.)	Hazard		GPS (Decimal Degrees)	Tree Size (Dia.)	Eligible		Fill CY	Comments
			Yes	No			Yes (Green)	No (Red)		
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										

7

(8)

Stump Conversion Table Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	10.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

The following have been modified:

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238910 .

(2) The small business size standard is \$13 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

SECTION L Instructions, Conditions and Notices to Offerors

INSTRUCTIONS**1.0. GENERAL**

Proposals shall be in original and three (3) copies and submitted in two separate volumes, Technical and Price. Your technical proposal should include all the factors and sub factors in Section M of the solicitation.

- (1) The Government intends to make awards without discussions, as permitted by FAR 15.306(a), *Exchanges with offerors after receipt of proposals*. However, the government reserves their right to conduct discussions and permit offerors to revise their proposals.
- (2) Late submissions will be handled in accordance with FAR Subpart 15.208, *Submission, Modification, and Withdrawal of Proposals*.
- (3) Past Performance information will be evaluated on the relevancy of the information, the source of the information, and general trends in performance. The Government may use the required information provided by offerors, as well as any other reliable sources of past performance information (including Government personnel and databases).
- (4) Large and Small Businesses shall be complaint with the Small Business Subcontracting Plan requirements in FAR clause 52.219-9.
- (5) "Offeror" is defined as a business concern(s) that has submitted an offer in response to this solicitation and proposes to provide all of the solicitation requirements as the "prime" contractor.
- (6) "Key Personnel" is defined as personnel the Government has determined to be essential for successful execution of all requirements of this solicitation. Substitutions or changes to key personnel must be approved by the Contracting Officer or their Representative.
- (7) Offerors are cautioned not to "parrot" the requirements in this solicitation. Statements merely repeating, paraphrasing or promising general performance according to the requirements are not sufficient evidence of an ability to meet the requirements of the solicitation.
- (8) Written proposals shall be clear, concise, logically assembled, and indexed as deemed appropriate. The organization of the proposal shall be such that extensive searching throughout the documents is not required.

2.0 PREAWARD INFORMATION

- (a) Prior to making an award, the Contracting Officer must determine that any offeror eligible for an award is responsible both financially and technically and has the capability to properly manage the contract during performance and complete the work on time.
- (b) In order to initiate action toward making the required determinations, the Contracting Officer must have available from each offeror who is or may become eligible for an award certain current information concerning each apparent or prospective eligible offeror. In many cases it is deemed advisable to conduct investigations of several offerors concurrently in order to avoid any delay in making award on urgent programs should an investigation disclose that the apparent successful offeror is not eligible to receive an award.
- (c) Accordingly, each offeror is required to furnish with his proposal a statement of whether he is now or ever has been engaged in any work similar to that covered by the specifications herein, the dollar value thereof, the year in which such work was performed, and the manner of its execution, and giving such other information as will tend to

show the offeror's ability to prosecute the required work. The other information referred to above shall include, but is not limited to the following:

- (1) Banking Institution name and address with name of contact at the bank and telephone number.
- (2) Current Company Financial Statement. If the financial statement is more than 60 days old, a certificate must be attached certifying that the firm's financial condition is substantially the same as the final statement submitted, or if not the same, the changes that have taken place. Such statement will be treated as confidential.
- (3) The Company must submit verification /proof that it is a firm primarily doing business in the State of Mississippi pursuant to the Stafford Act.
- (3) Similar past and present projects with names of contacts telephone numbers, contract numbers and total contract amounts.
- (4) A list of all existing commercial and governmental business commitments (including contract numbers, contract amounts, and percentage of completion).
- (5) List of equipment to be used if required by the specifications.
- (6) Resumes of Key Personnel shall be submitted for your proposed management team. The desired education and experience for Project Managers shall be a 4 year degree from an accredited educational institution and 10 years field experience in construction/operational management. Deviations/ substitutions in education and experience qualification will be considered by the Contracting Officer on a case by case basis.

* **3.0 PROPOSAL PREPARATION INSTRUCTIONS**

A. General.

- 1) Specific instructions for the preparation of each of the volumes required by this section are described below.
- 2) The Proposal should contain two (2) separate volumes:
**Technical/Volume I; Past Performance. Management Plan, Subcontracting Plan,
Geographical Location
Cost/Price/Volume II,**
- 2) All information and material should be listed in a "Table of Contents". A copy of the Table of Contents should be included in each volume.
- 3) There should be **NO cost/price** information in any volume except the Cost/Price, Volume II.
- 6) Number of Copies for Submission:
 - a. **Five (5)** complete copies of Volume I. (CD-ROM or paper copies permitted. CD-ROM Read only but not password protected) (At least one paper copy will be submitted)
 - b. **Four (2)** complete copies of Volume II, Cost/Price. CD ROM or paper copies permitted (CD-ROM, Read-Only but not password protected) (At least one paper copy will be submitted)

L.4 GENERAL INSTRUCTIONS

Marking of Offers Packages must be sealed, marked, and addressed as follows:

USACE Mississippi RFO

ATTN: Contracting (Missy Arnold)

Post Office Box 4439

Biloxi, MS 39535

Offers sent by Carrier services should be addressed to:

USACE, Mississippi RFO

Wolfe Hall, Bldg 4330, Rm. 130

ATTN: Contracting (Missy Arnold)

709 Meadows Drive

Biloxi, MS 39535

The package should be marked in the lower left hand corner, as follows:

RFP: W912EE-06-R-0005

PROPOSAL DUE DATE: 18 JAN 06 at 4:00 P.M. local time.

Telegraphic offers are not authorized.

Section M – Evaluation Factors for Award

EVALUATION CRITERIA

General Basis for Contract Award

1. Award will be made to the offeror(s) that the Government determines can accomplish the requirements set forth in the Request for Proposal in a manner most advantageous to the Government, cost or price and other factors considered. The Government reserves the right to award a contract(s) to other than the lowest price offeror after consideration of all factors.
2. Cost or price will be a consideration in the Source Selection Authority's (SSA's) decision. Selection will be based upon the most advantageous offer, price or cost and other factors considered. Offerors should perform technical-cost tradeoffs to achieve a balance which reflects and permits the cost-effective pursuit of high quality performance. The basis of the proposed cost must be compatible with all other elements of the proposal. No advantage will accrue to an offeror who submits an unrealistically low cost proposal. Such a proposal may be viewed as indicative of a lack of understanding of the Government's desired objective.
3. Multiple and Small Business Awards. The Government anticipates three (3) awards,

Contract Number 1 – Competitive and unlimited as to business size but limited to firms primarily doing business in the State of Mississippi pursuant to the Stafford Act.

Contract Number 2 – Competitive HubZone set-aside to firms primarily doing business in the State of Mississippi pursuant to the Stafford Act.

Contract Number 3 – Competitive 8(a) set-aside to firms primarily doing business in the State of Mississippi pursuant to the Stafford Act.

These contracts will be awarded as Indefinite Delivery/Indefinite Quantity (IDIQ) contracts with a total project capacity of \$300 million dollars. The Government reserves the right to make awards to small business concerns with the following conditions:

- a. Adequate competition among small business concerns was obtained.
- b. The small business proposals are considered responsive.

EVALUATION FACTORS FOR AWARD –BEST VALUE

This is a Best Value Acquisition. The following terminology is used to offer an explanation of the relative importance of the technical factors:

1. Basic Definitions. The following terminology is used to explain the relative importance of the technical factors.

- a. **SIGNIFICANTLY MORE IMPORTANT:** The criterion is two times or greater in value than another criterion.
- b. **MORE IMPORTANT:** The criterion is greater in value than another criterion but less than two times greater.
- c. **COMPARATIVELY EQUAL:** The criterion is nearly the same in value as another criterion. Any difference is very slight and unimportant.

The following relative importance of the factors will be used to determine acceptability and merit of the proposal.

The evaluation factors and sub-factors are listed in descending order of importance. Factor 1 is more important than Factor 2, with Factor 2 being more important than Factor 3, with Factor 3 being more important than Factor 4. *All evaluation factors, when combined, are approximately equal to cost or price.

2. **EVALUATION OF FACTORS:** In accordance with FAR 15.304, the following **primary factors**, (a) through (d), and applicable **sub-factors** will be considered in evaluating the non-cost aspects of the proposals. The evaluation subfactors are of equal importance.

FACTOR 1 Past Performance

- a. Past Performance
 - i. Past Performance of demolition debris removal, site management, and reduction work within the last (10) years to include details of the size (dollar value) and complexity of the project, including the amount of cubic yards.
 - ii. A history of reasonable and cooperative behavior and commitment to customer satisfaction
 - iii. A record of conforming to contract requirements and standards.
 - iv. The offeror's record of forecasting and controlling costs in problematic area.
 - v. Adherence to contract schedules including administrative aspects of performance and task completion.

NOTE: In accordance with FAR 15.305(a)(2) in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. Offerors will be provided an opportunity to identify past or current contracts (including Federal, State and local Government and private) for the efforts similar to the Government requirements. The offeror may provide information on problems encountered on the identified contracts and the offeror's corrective action.

FACTOR 2 – Management Plan**b. Management Plan**

Describe approach and methodology to plan and execute the task(s) of loading, hauling and site management in reduction and disposal of debris for large scale event. Proposal shall include all elements pertaining to prime and subcontractor(s) for operation of proposed solicitation from mobilization of equipment and manpower to final completion of project.

- ii. Understanding of the requirements for each area of major operation as it pertains to (b) above and overall projects including but not limited to:
 - 1. Quality Control Plan
 - 2. Safety Plan that are specific to a debris management operations.
 - 3. Key supervisory personnel and managers with letter of commitment to perform.
 - 4. Organizational Chart and Plan, from top management level(s) to field supervisory level(s)
 - 5. Ability to maintain operational strength to meet production rate as Specified in the Statement of Work.

FACTOR 3 – Subcontracting Plan**c. Subcontracting Plan. (Requested from both Large and Small Businesses)**

- i. Identify subcontracting firms to be utilized and located in the affected geographic location with type of work performed; illustrate how the contractor anticipates tiering its subcontractors. A lesser number of tiers will be considered a more effective management plan.
- ii. Provide subcontracting goals to Small, Service-disabled veteran-owned, Veterans-owned small, Small business HUBZone, Small Disadvantaged, and Small Women-owned business concerns.
- iii. State the amounts to be subcontracted for each category as a percentage of totals subcontracted. Offerors who are large business concerns shall submit a formal subcontracting plan with their proposal in accordance with the contract clause in Section I, FAR 52.219-9. The Corps of Engineers recommended subcontracting goals are approximately 51.2% for Small business, 1.5% for Service-disabled veterans, 3.1% for Small business HUBZone concerns, 8.8% for Small Disadvantaged business, and 7.3% for Small Women-owned businesses. *Subcontracting goals do not apply to small business. (See Executive Summary)

FACTOR 4 – Geographical Location

d. Location of Offeror and Response Plan to a Mission in the Affected Area.

***PRICE EVALUATION**

e. A cost/price realism analysis will be performed.

i. Evaluation of Cost Proposals: Cost proposals will not be rated, but will be evaluated for reasonableness by cost/price analysis. The total estimated contract cost will be considered as an independent element from the technical evaluations. Cost proposals will be reviewed for completeness, credibility, and compatibility with the proposed technical capability. Additional details concerning evaluation of the cost proposals are furnished as follows:

ii. Completeness of Cost Proposals. Cost/price proposals will be evaluated to determine the extent to which all cost elements of the offer have been addressed.

iii. Realism of Cost Proposals. Cost proposals will be evaluated for realistic compatibility with the work to be performed; a clear understanding of the contract requirements; and are consistent with the various elements of the offeror's technical proposal.